

UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

V.

BELLE TIRE DISTRIBUTORS, INC., *et al.*,

**Defendants.**

Case No.: 1:06cv0816

Judge Paul L. Maloney

## PARTIAL CONSENT DECREE

(Regarding Defendants Waste Management of Wisconsin, Inc.  
and Dafter Sanitary Landfill, Inc.)

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## **I. BACKGROUND**

A. The United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), filed a Complaint and First Amended Complaint in this matter pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9607, seeking reimbursement of response costs incurred or to be incurred for response actions taken at or in connection with the release or threatened release of hazardous substances at the Carl's Tire Retreading Site near Grawn, in Grand Traverse County, Michigan (the "Site").

B. As a result of the release or threatened release of hazardous substances, EPA has undertaken response actions at or in connection with the Site under Section 104 of CERCLA, 42 U.S.C. § 9604. In performing these response actions, EPA has incurred and will continue to incur response costs at or in connection with the Site. At the request of the Michigan Department of Environmental Quality, EPA conducted a removal action at the Site in 2003. EPA disposed of approximately 4,500 gallons of oil and water, 22,910 gallons of treated water, and 10,479 tons of excavated soil. In addition, EPA treated on site a total of 765 cubic yards of contaminated soil and 467,050 gallons of contaminated water.

C. The defendants that have entered into this Consent Decree ("Settling Defendants") do not admit any liability to Plaintiff arising out of the transactions or occurrences alleged in the Complaint or First Amended Complaint.

D. The United States and Settling Defendants agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith, that settlement of this matter will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

THEREFORE, with the consent of the Parties to this Consent Decree, it is ORDERED, ADJUDGED, and DECREED:

## **II. JURISDICTION**

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. §§ 9607 and 9613(b), and also has personal jurisdiction over Settling Defendants. Solely for the purposes of this Consent Decree and the underlying complaint, Settling Defendants waive all objections and defenses that they may have to jurisdiction of the Court or to venue in this District. Settling Defendants shall not challenge the terms of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

### **III. PARTIES BOUND**

2. This Consent Decree is binding upon the United States and upon Settling Defendants and their successors and assigns. Any change in ownership or corporate or other legal status of a Settling Defendant, including but not limited to, any transfer of assets or real or personal property shall in no way alter such Settling Defendant's responsibilities under this Consent Decree.

### **IV. DEFINITIONS**

3. Unless otherwise expressly provided herein, terms used in this Consent Decree that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in the statute or regulations. Whenever the terms listed below are used in this Consent Decree, the following definitions shall apply:

a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*

b. "Consent Decree" or "Decree" shall mean this Partial Consent Decree and all appendices attached hereto. In the event of conflict between this Consent Decree and any appendix, the Consent Decree shall control.

c. "Day" shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

d. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities.

e. "EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

f. "Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

g. "Paragraph" shall mean a portion of this Consent Decree identified by an Arabic numeral or an upper or lower case letter.

h. "Parties" shall mean the United States and the Settling Defendants.

i. “Past Response Costs” shall mean all response costs, as that term is defined by Section 101(25) of CERCLA, 42 U.S.C. § 9601(25), including but not limited to direct and indirect costs, that EPA or DOJ on behalf of EPA has paid or will pay: (1) at or in connection with the Site through March 31, 2008, plus accrued Interest on all such costs; and (2) to recover any response costs related to EPA’s removal action in 2003 or any prior response activity at the Site, including all costs to litigate the civil action in which this Consent Decree is entered, regardless of when those costs are incurred; provided that a Settling Defendant that fails to timely comply with Paragraph 5 shall be liable for all costs incurred by the United States in enforcing the terms of this Consent Decree as to such Party;

j. “Section” shall mean a portion of this Consent Decree identified by a Roman numeral.

k. “Settling Defendants” shall mean Dafter Sanitary Landfill, Inc. and Waste Management of Wisconsin, Inc., d/b/a Metro Recycling and Disposal Facility.

l. “Site” shall mean the Carl’s Tire Retreading Site, encompassing approximately 4.5 acres, located at 5175 Sawyer Woods Drive in Grawn, Grand Traverse County, Michigan and generally shown on the map attached as Appendix A, including any property that is contiguous to or otherwise similarly situated with respect to the Sawyers Woods Drive property where hazardous substances associated with the release or threatened release described in this Consent Decree or with the Past Response Costs have migrated or come to be located..

m. “United States” shall mean the United States of America, including its departments, agencies and instrumentalities.

## **V. PAYMENT**

4. Payment of Past Response Costs to EPA. Within 30 days of entry of this Consent Decree, Settling Defendants shall pay to EPA \$230,000. If the Court’s entry of the Consent Decree is reversed on appeal, any monies paid pursuant to this Paragraph, together with Interest calculated from the date of payment, shall be returned to Settling Defendants.

5. Payment shall be made by FedWire Electronic Funds Transfer (“EFT”) to the U.S. Department of Justice account in accordance with EFT instructions provided to Settling Defendants by the Financial Litigation Unit of the U.S. Attorney’s Office in the Western District of Michigan following entry of the Consent Decree.

6. At the time of payment, Settling Defendants shall also send notice that payment has been made to EPA and DOJ in accordance with Section XII (Notices and Submissions). Such notice shall reference EPA Region 5, Site/Spill Identification Number A514, DOJ case number 90-11-3-09026, and the civil action number 06-cv-0816.

7. The total amount to be paid by Settling Defendants pursuant to Paragraph 4 shall be deposited by EPA in the EPA Hazardous Substance Superfund.

**VI. FAILURE TO COMPLY WITH CONSENT DECREE**

8. Interest on Late Payments. If any Settling Defendant fails to make full payment within the time required by Paragraph 5, that Settling Defendant shall pay Interest on the unpaid balance. In addition, if any Settling Defendant fails to make full payment as required by Paragraph 5, the United States may, in addition to any other available remedies or sanctions, bring an action against that Settling Defendant seeking injunctive relief to compel payment and/or seeking civil penalties under Section 122(l) of CERCLA, 42 U.S.C. 9622(l), for failure to make timely payment.

9. Stipulated Penalty.

a. If any Settling Defendant fails to make any payment under Paragraph 4 by the required date, that Settling Defendant shall be in violation of this Consent Decree and shall pay to EPA, as a stipulated penalty, in addition to the Interest required by Paragraph 8, \$200 for each Day that such payment is late.

b. Stipulated penalties are due and payable within 30 Days of the date of the demand for payment of the penalties by EPA. All payments to EPA under this Paragraph shall be identified as "stipulated penalties" and shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." The check, or a letter accompanying the check, shall reference the name and address of the party(ies) making payment, the Site name, the EPA Region and Site Spill ID Number A514, DOJ Case Number 90-11-3-09026, and the civil action number. Settling Defendants shall send the check (and any accompanying letter) to:

Financial Litigation Unit  
U.S. Attorney's Office  
for the Western District of Michigan  
P.O. box 208  
Grand Rapids, MI 49501-0208

c. At the time of each payment under this Paragraph, the Settling Defendant shall also send notice that payment has been made to EPA and DOJ in accordance with Section XII (Notices and Submissions). Such notice shall reference the EPA Region and Site/Spill ID Number A514, DOJ Case Number 90-11-3-09026, and the civil action number.

d. Penalties shall accrue as provided in this Paragraph 9 regardless of whether EPA has notified the non-paying Settling Defendant of the violation or made a demand for

payment, but need only be paid upon demand. All penalties shall begin to accrue on the Day after payment is due and shall continue to accrue through the date of payment. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

10. Payments made under this Section VI shall be in addition to any other remedies or sanctions available to Plaintiff by virtue of any Settling Defendant's failure to comply with the requirements of this Consent Decree.

11. The obligations of Settling Defendants to pay amounts owed the United States under this Consent Decree are joint and several. In the event of the failure of any one or more Settling Defendants to make the payments required under this Consent Decree, the remaining Settling Defendants shall be responsible for such payments.

12. Notwithstanding any other provision of this Section VI, the United States may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Consent Decree. Payment of stipulated penalties shall not excuse Settling Defendants from payment as required by Section V or from performance of any other requirements of this Consent Decree.

#### **VII. COVENANT NOT TO SUE BY UNITED STATES**

13. Except as specifically provided in Section VIII (Reservation of Rights by United States), the United States covenants not to sue or to take administrative action against Settling Defendants pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover Past Response Costs. This covenant not to sue shall take effect upon receipt by EPA of all payments required by Section V, Paragraph 4 (Payment of Response Costs) and any amount due under Section VI (Failure to Comply with Consent Decree). This covenant not to sue is conditioned upon the satisfactory performance by Settling Defendants of their obligations under this Consent Decree. This covenant not to sue extends only to Settling Defendants and does not extend to any other person.

#### **VIII. RESERVATIONS OF RIGHTS BY UNITED STATES**

14. The United States reserves, and this Consent Decree is without prejudice to, all rights against Settling Defendants with respect to all matters not expressly included within the Covenant Not to Sue by United States in Paragraph 13. Notwithstanding any other provision of this Consent Decree, the United States reserves all rights against Settling Defendants with respect to:

- a. liability for failure of Settling Defendants to meet a requirement of this Consent Decree;

- b. liability for costs incurred or to be incurred by the United States that are not within the definition of Past Response Costs;
- c. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606;
- d. criminal liability; and
- e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments.

**IX. COVENANT NOT TO SUE BY SETTLING DEFENDANTS**

15. Each Settling Defendant covenants not to sue and agrees not to assert any claims or causes of action against the United States or its contractors or employees, with respect to Past Response Costs or this Consent Decree, including but not limited to:

- a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;
- b. any claim arising out of the response actions at the Site for which the Past Response Costs were incurred, including any claim under the United States Constitution, the Constitution of the State of Michigan, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or
- c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to Past Response Costs.

16. Nothing in this Consent Decree shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

17. Each Settling Defendant agrees not to assert any claims and to waive all claims or causes of action that it may have for all matters relating to the Site, including for contribution, against any person where the person's liability to that Settling Defendant with respect to the Site is based solely on having arranged for disposal or treatment, or for transport for disposal or treatment, of hazardous substances at the Site, or having accepted for transport for disposal or treatment of hazardous substances at the Site, if all or part of the disposal, treatment, or transport occurred before April 1, 2001, and the total amount of material containing hazardous substances contributed by such person to the Site was less than 110 gallons of liquid materials or 200 pounds of solid materials.

18. The waiver in Paragraph 17 shall not apply with respect to any defense, claim, or cause of action that a Settling Defendant may have against any person meeting the above criteria if such person asserts a claim or cause of action relating to the Site against such Settling Defendant. This waiver also shall not apply to any claim or cause of action against any person meeting the above criteria if EPA determines:

a. that such person has failed to comply with any EPA requests for information or administrative subpoenas issued pursuant to Section 104(e) or 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) or 9622(e), or Section 3007 of the Solid Waste Disposal Act (also known as the Resource Conservation and Recovery Act or "RCRA"), 42 U.S.C. § 6927, or has impeded or is impeding, through action or inaction, the performance of a response action or natural resource restoration with respect to the Site, or has been convicted of a criminal violation for the conduct to which this waiver would apply and that conviction has not been vitiated on appeal or otherwise; or

b. that the materials containing hazardous substances contributed to the Site by such person have contributed significantly, or could contribute significantly, either individually or in the aggregate, to the cost of response action or natural resource restoration at the Site.

19. Each Settling Defendant agrees not to assert any claims and to waive all claims or causes of action that it may have for all matters relating to the Site, including for contribution, against any person that has entered into a final *de minimis* settlement under Section 122(g) of CERCLA, 42 U.S.C. § 9622(g), with EPA with respect to the Site as of the date of entry of the Consent Decree. This waiver shall not apply with respect to any defense, claim, or cause of action that a Settling Defendant may have against any person if such person asserts a claim or cause of action relating to the Site against such Settling Defendant.

#### **X. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION**

20. Except as provided in Paragraphs 17 and 18 (Non-Exempt De Micromis Waiver) and 19 (*De Minimis* Waiver), nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. Except as provided in Paragraphs 17 and 18 (Non-Exempt De Micromis Waiver) and 19 (*De Minimis* Waiver), the Parties expressly reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action that they may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

21. The Parties agree, and by entering this Consent Decree this Court finds, that Settling Defendants are entitled, as of the date of entry of this Consent Decree, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), for "matters addressed" in this Consent Decree. The "matters addressed" in this Consent Decree are Past Response Costs.

22. Each Settling Defendant agrees that, with respect to any suit or claim for contribution brought by it for matters related to this Consent Decree, it will notify EPA and DOJ in writing no later than 60 Days prior to the initiation of such suit or claim. Each Settling Defendant also agrees that, with respect to any suit or claim for contribution brought against it for matters related to this Consent Decree, it will notify EPA and DOJ in writing within 10 Days of service of the complaint or claim upon it. In addition, each Settling Defendant shall notify EPA and DOJ within 10 Days of service or receipt of any Motion for Summary Judgment, and within 10 Days of receipt of any order from a court setting a case for trial, for matters related to this Consent Decree.

#### **XI. RETENTION OF RECORDS**

23. Until 5 years after the entry of this Consent Decree, each Settling Defendant shall preserve and retain all records, reports, or information (hereinafter referred to as "records") now in its possession or control, or which come into its possession or control, that relate in any manner to response actions taken at the Site or the liability of any person under CERCLA with respect to the Site, regardless of any corporate retention policy to the contrary.

24. After the conclusion of the 5-year document retention period in the preceding paragraph, each Settling Defendant shall notify EPA and DOJ at least 90 Days prior to the destruction of any such records, and, upon request by EPA or DOJ, each Settling Defendant shall deliver any such records to EPA. Any Settling Defendant may assert that certain records are privileged under the attorney-client privilege or any other privilege recognized by federal law. If a Settling Defendant asserts such a privilege, it shall provide Plaintiff with the following: 1) the title of the record; 2) the date of the record; 3) the name, title, affiliation (*e.g.*, company or firm), and address of the author of the record; 4) the name and title of each addressee and recipient; 5) a description of the subject of the record; and 6) the privilege asserted. If a claim of privilege applies only to a portion of a record, the record shall be provided to Plaintiff in redacted form to mask the privileged information only. Each Settling Defendant shall retain all records that it claims to be privileged until the United States has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in that Settling Defendant's favor. However, no records created or generated pursuant to the requirements of this or any other settlement with the EPA pertaining to the Site shall be withheld on the grounds that they are privileged.

25. Each Settling Defendant hereby certifies individually that, to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, reports, or information relating to its potential liability regarding the Site since notification of potential liability by the United States or the State or the filing of suit against it regarding the Site and that it has fully complied with any and all EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6972.

## **XII. NOTICES AND SUBMISSIONS**

26. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Defendants in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, EPA, DOJ, and Settling Defendants, respectively.

As to the United States:

As to DOJ:

Chief, Environmental Enforcement Section  
Environment and Natural Resources Division  
U.S. Department of Justice (DJ # 90-11-3-09026)  
P.O. Box 7611  
Washington, D.C. 20044-7611

As to EPA:

Steven P. Kaiser  
Associate Regional Counsel  
Office of Regional Counsel  
U.S. EPA, Region 5  
77 West Jackson Boulevard  
Chicago, IL 60604  
(312) 353-3804

and

Brian Kelly  
On Scene Coordinator  
9311 Groh Road, SE-GI  
Grosse Isle, MI 48138  
(734) 692-7684

As to Settling Defendants:

James C. Forney  
Director, Closed Sites  
Waste Management Inc.  
3965 Okemos Road, Suite B4  
Okemos, Michigan 48864

and

Rachel A. Schneider, Esq.  
Quarles & Brady LLP  
411 East Wisconsin Avenue, Suite 2040  
Milwaukee, Wisconsin 53202-4497

**XIII. RETENTION OF JURISDICTION**

27. This Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

**XIV. INTEGRATION/APPENDIX**

28. This Consent Decree and its appendix constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Decree. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Consent Decree. The following appendix is attached and incorporated into this Consent Decree:

“Appendix A” is the map of the Site.

**XV. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT**

29. This Consent Decree shall be lodged with the Court for a period of not less than 30 Days for public notice and comment. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper, or inadequate. Settling Defendants consent to the entry of this Consent Decree without further notice.

30. If for any reason this Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

**XVI. EFFECTIVE DATE**

31. The effective date of this Consent Decree shall be the date of entry by this Court, following public comment pursuant to Paragraph 29.

**XVII. SIGNATORIES/SERVICE**

32. Each undersigned representative of a Settling Defendant to this Consent Decree and the Deputy Chief of the Environmental Enforcement Section, Environment and Natural Resources Division of the United States Department of Justice certifies that such person is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such party to this document.

33. Each Settling Defendant hereby agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree, unless the United States has notified Settling Defendants in writing that it no longer supports entry of the Consent Decree.

34. Each Settling Defendant shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on behalf of that Party with respect to all matters arising under or relating to this Consent Decree. Settling Defendants hereby agree to accept service including, but not limited to, service of a summons, in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court.

**XVIII. FINAL JUDGMENT**

35. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute the final judgment between and among the United States and the Settling Defendants. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

SO ORDERED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Hon. Paul L. Maloney  
United States District Judge

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of *United States v. Belle Tire Distr., Inc., et al.*, Civil Action No. 06-cv-0816 (W.D. Mich.), relating to the Carl's Tire Retreading Site.

FOR PLAINTIFF THE UNITED STATES OF AMERICA

RONALD J. TENPAS  
Assistant Attorney General  
Environmental and Natural Resources Division

Date: \_\_\_\_\_

W. BENJAMIN FISHEROW  
Deputy Chief  
Environmental Enforcement Section  
Environment and Natural Resources Division

Date: \_\_\_\_\_

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CHARLES R. GROSS  
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Date: \_\_\_\_\_

RYAN COBB  
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330 Ionia Avenue, NW, Suite 501  
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THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of *United States v. Belle Tire Distr., Inc., et al.*, Civil Action No. 06-cv-0816 (W.D. Mich.), relating to the Carl's Tire Retreading Site.

FOR PLAINTIFF THE UNITED STATES OF AMERICA

RONALD J. TENPAS  
Assistant Attorney General  
Environmental and Natural Resources Division

Date: \_\_\_\_\_

\_\_\_\_\_  
W. BENJAMIN FISHEROW  
Deputy Chief  
Environmental Enforcement Section  
Environment and Natural Resources Division

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United States Attorney

Date: 5/9/08

\_\_\_\_\_  
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Grand Rapids, MI 49503  
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Fax: (616) 456-2408

Date: 5-20-08

RICHARD C. KARL  
Director, Superfund Division  
U.S. Environmental Protection Agency-Region 5  
77 West Jackson Blvd.  
Chicago, IL 60604-3507

Date: 05-15-08

STEVEN P. KAISER  
Associate Regional Counsel  
U.S. Environmental Protection Agency-Region 5 (C-14)  
77 West Jackson Blvd.  
Chicago, IL 60604-3507  
(312) 353-3804

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v. Belle Tire Distr., Inc., et al.*, Civil Action No. 06-cv-0816 (W.D. Mich.), relating to the Carl's Tire Retreading Site.

FOR DEFENDANTS  
DAFTER SANITARY LANDFILL, INC. AND  
WASTE MANAGEMENT OF WISCONSIN, INC.,  
d/b/a METRO RECYCLING AND DISPOSAL FACILITY

Date: 7 Apr 08

~~JAMES C. FORNEY~~  
Director, Closed Sites  
Waste Management Inc.  
3965 Okemos Road, Suite B4  
Okemos, Michigan 48864

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Rachel A. Schneider, Esq.  
Quarles & Brady LLP  
411 East Wisconsin Avenue, Suite 2040  
Milwaukee, Wisconsin 53202-4497

## APPENDIX A

Appendix A to the Consent Decree in the matter of *United States v. Belle Tire Distr., Inc., et al.*, Civil Action No. 06-cv-0816 (W.D. Mich.), relating to the Carl's Tire Retreading Site

### Map of Carl's Tire Retreading Site 5175 Sawyer Woods Drive in Grawn, Grand Traverse County, Michigan

